

Buchanan Co.

AFSCME #1722 (Roads)

7/1/2004 6/30/2007

AGREEMENT

between

**BUCHANAN COUNTY
(Secondary Road Unit)**

and

**AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL 1722**

**July 1, 2004
to
June 30, 2007**

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A G R E E M E N T

THIS AGREEMENT entered into by BUCHANAN COUNTY, IOWA and LOCAL 1722, affiliated with the AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, has as its purpose the promotion of harmonious relations between Buchanan County, hereinafter referred to as the "Public Employer", and Local 1722, hereinafter referred to as the "Union", and the establishment of equitable and peaceful procedures for the resolution of differences.

ARTICLE 1 RECOGNITION

1.01 The Public Employer recognizes the Union as the sole and exclusive bargaining agent and agrees to consult with the Union in all matters in the formulation and implementation of wages, hours, and other conditions of employment for employees in the following employment classification with the Buchanan County Highway Department: Equipment Operators I, II, III, IV; Engineering Technician I, Engineering Technician II; Mechanic I, Sign Man; Utility Man; Materials Technician; Bridge Foreman; Survey Party Chief; and Shop Foreman.

1.02 The Public Employer and the Union jointly and severally agree that there shall be no discrimination against any employee because of age, sex, race, creed, color, nationality, religious affiliations, membership past or present in any union, physical or mental abilities.

1.03 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this Agreement.

ARTICLE 2 MANAGEMENT'S RIGHTS

2.01 The Public Employer and its management, unless specifically modified by this Agreement, shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right to hire, suspend, discipline or discharge for cause; direct the work; to assign to work; to transfer, promote and demote, to increase or decrease the working force of public employees; take such actions as may be necessary to carry out the mission of the Employer; initiate, prepare, certify and administer the County budget; and further, the County shall exercise all powers and duties granted to it by law.

2.02 Public employees not in the bargaining unit shall not perform work on any hourly rated job classification, if the result would be to permanently displace an employee in the bargaining unit. But this would not prevent such work:

- A. In the performance of necessary work when the work is temporary or emergencies are apparent and/or encountered.

- B. In emergencies, when regular employees are not and will not be immediately available.
- C. In the instruction and training of employees.
- D. In the testing of materials used by the Public Employer to perform its mission.
- E. Supervisory employees shall be allowed to perform any work available, providing no qualified employees covered by this Agreement will be laid off or are laid off, and providing employees capable of performing the work shall be allowed to complete their normal work schedule.

ARTICLE 3 REPRESENTATION

3.01 The Public Employer shall recognize as Stewards or Committee persons representing the Union only those employees employed by the County and who are officially designated in writing by the Union.

3.02 With the Engineer's prior approval, representatives of the American Federation of State, County & Municipal Employees, AFL-CIO, Council 61 Union, shall have full and free access to the premises of the Employer at any time during work hours to conduct Union business. Such agreement of the Engineer or his designee shall not be unreasonably withheld.

3.03 A written list of the names of the Stewards or designated representatives of the Union, employed by the County, shall be furnished to the Public Employer by the Union after their designation and all changes in representation shall be given to the Public Employer by the Union.

ARTICLE 4 UNION MEMBERSHIP

4.01 Employees who are not a member at the signing of the Agreement may voluntarily elect to become a member of the Union at any time during the term of this Agreement.

4.02 Should a regular full-time employee choose not to join the Union, the Union agrees not to apply direct or indirect pressure upon such employee to do so. There will be no discrimination against an employee by the Union or by the Employer or by another employee because of membership or non-membership in the Union or a related Union activity.

4.03 New employees, those employees just hired, for the first ninety (90) days of employment with the County, shall be considered as probationary employees who do not come under jurisdiction of this Agreement. On the ninety-first (91st) day of employment, the employee, if still employed, shall be considered a regular full-time employee with full rights to all benefits as described within this Agreement.

4.04 Employees, for the first ninety (90) days of employment, shall be eligible only for hospitalization coverage, to start when the County pays the coverage for all employees and providing the probationary employee has requested the coverage. If during the employee's probationary period, any holiday covered by this Agreement is observed, the employee will be paid retroactively for all holidays not paid during the employee's probationary period, after the employee becomes a regular full-time employee.

ARTICLE 5 UNION BUSINESS

5.01 Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Public Employer may, at the written request of the employee to the County Engineer, be granted a leave of absence without pay by the County Engineer. The leave of absence shall not exceed one (1) year, but may be extended or renewed for up to a similar period at any time upon the written request to and approval from the County Engineer. All requests for leaves of absence must be answered in writing to the employee.

ARTICLE 6 SAFETY AND HEALTH

6.01 The Public Employer shall continue to make all reasonable provisions for the safety and health of its employees.

6.02 Authorized protective equipment and other devices necessary to properly protect employees from injury and sickness shall be designated and provided by the Public Employer, and the use of such equipment and devices shall be mandatory.

6.03 The Public Employer and the employees and the American Federation of State, County and Municipal Employees Union recognize their responsibility to conduct themselves in a manner that promotes safety, employee cooperation, good morale and good public image.

6.04 It is recognized that employees are expected to exercise reasonable judgment in the care and use of all equipment in the performance of their jobs.

6.05 When any employee needs help or direction in the repair, adjustment or servicing of a vehicle, he/she shall receive it.

6.06 Any employee who is required to work with tools or equipment shall have such tools or equipment in sufficient quantity furnished by the Public Employer.

ARTICLE 7
STRIKES AND LOCKOUTS

7.01 The Union agrees that, in accordance with Sections 10 and 12 of the Iowa Public Employment Relations Act and that during the term of this Agreement, it will not participate in, encourage, authorize, instigate or approve of any strike, slowdown, work stoppage or will not picket the County or any of its offices and buildings in the support of any unlawful purpose. At no time will employees be required to act as strike breakers or go through picket lines except in the case of the necessary operation of the County, providing the employee has available protection.

7.02 The Public Employer agrees that there will be no lockout of its employees. It is understood and agreed that the term "lockout" does not include the discontinuance of a part of or all of the Public Employer's operation or mission for business and budgetary reasons.

ARTICLE 8
LABOR-MANAGEMENT COMMITTEE

8.01 The County Engineer and/or his representative will meet as needed with a committee of employees selected by the Union for the purpose of discussing issues other than grievances that would improve the relationship between the parties. The Labor-Management Committee selected by the Union will consist of three (3) members, one (1) of whom shall be of the Executive Board.

ARTICLE 9
PHYSICAL EXAMINATIONS

9.01 The Public Employer shall have the right to require any employee who is thought to be injured to submit to a physical and/or a medical examination by a licensed medical practitioner for the purpose of determining if the employee is physically fit to perform his/her normal duties. The cost of this examination shall be paid by the Public Employer. In case of any dispute to the accuracy or findings, the employee may submit to an examination by a doctor of the employee's choosing and at the employee's expense.

ARTICLE 10
SENIORITY

10.01 Seniority shall mean an employee's length of continuous service with the Public Employer since his/her last date of hire.

10.02 New employee shall be added to the seniority list ninety (90) days after their date of hire.

10.03 The Public Employer shall furnish one (1) current seniority list per year to the Union by the 31st of January. The Public Employer shall post and maintain a current and up-to-date seniority list in the County Engineer's office. This list is designated as the official list determining employee seniority.

10.04 An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

1. An employee quits.
2. An accepted employee resignation.
3. An employee absent from work for three (3) days without notification to the Employer.
4. Employee is terminated for cause.
5. Falsification on employment application.
6. Giving false reason for obtaining leave of absence.
7. Employee is laid off and fails to report to work within ten (10) working days after having been recalled.
8. Failure to report for work at the end of leave of absence.
9. An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter.

As long as an individual is employed by the Buchanan County Secondary Road Department, either in or out of the bargaining unit, his/her bargaining unit seniority continues to accumulate for up to six (6) months.

An employee on unpaid leave for over thirty (30) days does not accumulate seniority.

ARTICLE 11 JOB DESCRIPTIONS AND ASSIGNMENTS

11.01 Copies of job descriptions will be furnished to the Union.

11.02 It is fully understood by the parties that every incidental duty connected with the County operations and as enumerated in job descriptions is not always specifically described and employees, at the discretion of the Public Employer, may be required to perform duties not within their immediate job description.

11.03 In the event that some employees are required to perform duties not specifically called for in their job description, every effort will be made to assign such employees to related work.

11.04 Nothing in a job description is intended or shall be construed so as to grant or concede to any employee or group of employees the right to refuse to follow a lawful instruction or order unless the lawful instruction should cause the employee's health, safety or welfare to be in imminent danger.

ARTICLE 12
WORK FORCE

12.01 The term "promotion" shall mean the advancement of an employee to a higher paying position. When, as determined by the County Engineer that a job opening exists, or that a new job opening has been established, a notice of such opening describing the position shall be posted on all bulletin boards for ten (10) working days. During this period, all employees who wish to apply in writing for the open position or job may do so. The County Engineer shall fill the opening within fifteen (15) working days after deciding who shall fill the open position by promotion from the list of employee applicants. If qualifications and experience are equal with other employee(s), the employee with the longest length of service shall be given the opportunity to try the position.

12.02 If it should become necessary to make the promotion to by-pass an employee's seniority, reasons for the denial will be given in writing to the employee with a copy to the Union.

12.03 A promoted employee shall be granted a ten (10) day trial period to determine:

- A. His/her ability to perform the job.
- B. His/her desire to remain on the job.

During the ten (10) day trial period, the employee shall have the opportunity to revert to his/her previous position. If the employee is unsatisfactory in the new position (in the opinion of the Employer), notice and reasons will be submitted to the employee in writing, with a copy to the Union. Employees selected to fill a posted job must remain at least six (6) months in that job before applying for another position.

12.04 When an employee in one classification is transferred or promoted to a position in another classification and their current rate of pay is less than the rate for a new position, it shall be increased to the next higher rate after successfully completing the trial period.

12.05 Employees desiring to transfer to other jobs shall submit an application in writing to the Public Employer. The application shall state the reason for the requested transfer. Employees transferred for reasons other than the elimination of jobs shall be transferred to equal job classification on the basis of seniority, providing a vacancy exists and provided he/she has the ability to perform the work.

12.06 Temporary job openings are defined as job vacancies that may periodically develop in any job classifications that normally do not exceed one hundred twenty (120) days. Job openings that recur on a regular basis and remain open more than one hundred twenty (120) days at a time shall not be considered temporary job openings. Temporary openings may be filled by the Employer through transfer on the basis of seniority.

12.07 Temporary employees, those employees continuously employed less than one hundred twenty (120) days, part-time employees are those employees regularly scheduled to work less than twenty (20) hours per week, and summer student employees are those employees described in this Section as working one hundred twenty (120) days or less and normally during the summer months. All of the employees described in this paragraph, including interns, shall not acquire seniority rights, but this provision does not apply to probationary employees.

12.08 In the event it becomes necessary to lay off employees for any reason, all probationary and temporary employees shall be laid off first. Regular employees shall be laid off in the reverse order of their seniority within the job classification chosen to be reduced, provided, however, the person being laid off may bump any other person with less overall seniority in any other job classification, provided the person capable of satisfactorily performing their job, as determined by the Employer. Employees not recalled or re-employed within nine (9) months after being laid off shall be considered terminated.

12.09 Employees displaced by the elimination of their job shall be permitted to exercise seniority rights to transfer to any vacant position in the bargaining unit. Employees transferred as a result of the application of this provision will be given normal training by the Employer to perform the job to which they are transferred.

12.10 Employees shall be recalled from layoff according to their seniority. No new employee shall be hired until all employees qualified to perform the work and are on layoff status and desire to return to work have been recalled. Official notification of recalled employees shall be made by either registered or certified mail. Any employee failing to return to work within ten (10) days from the date of delivery of recall notice sent to employee's last known address shall be considered terminated.

12.11 The term "demotion" as used in this provision means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position, shall have the right to elect which alternative to take - demotion or layoff. No demotion shall be made for disciplinary reasons.

ARTICLE 13 CHECKOFF

13.01 The Employer agrees to deduct the Union membership initiation fee, assessments, and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the 7th of the (current/succeeding) month, after such deductions are made. The authorization may be withdrawn any time during the term of this Agreement by giving thirty (30) days written notice to the County.

ARTICLE 14
DISCIPLINE AND TERMINATION

14.01 All disciplinary action should be corrective in nature rather than punitive. The Public Employer shall not discharge, suspend or give disciplinary layoff to any employee without just cause; further, it is recognized that for the benefits of employees and to protect the rights of the Employer, certain regulations must be observed by all employees. Such Rules of Conduct are posted on the bulletin boards and will be provided to employees upon request to the County Engineer.

14.02 The Public Employer shall maintain the right to apply corrective discipline which will include the use of oral warning, written warning, suspension and termination. Any violation of the Employer's Rules of Conduct may be sufficient cause of disciplinary action.

14.03 If the Public Employer has reason to reprimand an employee, the Public Employer will, wherever possible, not reprimand the employee before the public or fellow employees. However, the Public Employer shall first give an oral warning, then give one (1) written warning notice of reprimand to the employee with a copy of the complaint to the Union and a copy to be put into the employee's file. For a second offense, a suspension of from one (1) to not more than three (3) days without pay may be levied. For repeated violations, outright discharge may be levied. All warning notices shall remain a part of the employee's record for a period not longer than one (1) year.

14.04 No warning notice need be given for a serious offense such as falsification of any County records, intoxication, drinking of alcoholic beverages on the job, malicious destruction of County equipment or property, under the influence of an unlawful drug, unauthorized use of Employer's property or equipment, or theft on or off County property.

14.05 Discharge must be by written notice to the employee, with a copy to the Union.

ARTICLE 15
GRIEVANCE PROCEDURE

15.01 Any grievances or disputes which may arise between the parties pertaining to the violation, application or meaning of this Agreement must be settled in the following manner and sequence. All grievance statements must be written, signed, dated, and contain what section was violated, a statement of the issue(s), and the requested remedy. Grievances not filed within the prescribed time limits will be considered settled. Failure by the Public Employer or the employee to observe time limits for any step of the grievance procedure shall entitle the Public Employer or the employee to advance the grievance to the next step.

15.02 Step 1. Within ten (10) days of the alleged incident, an employee may initiate a grievance with his/her immediate supervisor during regular working hours. The Union Steward may be present if the employee desires. Within three (3) working

days, the immediate supervisor will, in writing, notify the employee of his/her decision.

- 15.03 Step 2. If the answer is not satisfactory, the matter shall be presented in writing by the employee or the Union Steward to the County Engineer within seven (7) working days after the employee's immediate supervisor's response is due. The County Engineer or his authorized representative shall respond with an answer in writing to the employee with a copy to the Union within seven (7) working days.
- 15.04 Step 3. If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union representative, or grievance committee to the County Board of Supervisors, in writing within seven (7) working days after the written response from the County Engineer. The County Board of Supervisors shall respond in writing to the Union Steward, Union representative, or grievance committee within five (5) working days. The parties may mutually agree to meet to discuss a grievance prior to arbitration.
- 15.05 Step 4. If the grievance is still unsettled, the employee or the Union may, within fifteen (15) days after reply of the County Board of Supervisors is due, by written notice to the other, request arbitration. For the purpose of selecting an impartial arbitrator, the party or parties, acting jointly or separately, shall request the Federal Mediation and Conciliation Service to submit a five (5) member list of arbitrators. If the list submitted by the Federal Mediation and Conciliation Service is unacceptable to either party, the parties shall request a second list of arbitrators from the Federal Mediation and Conciliation Service. Both the Employer and the Union shall have the right to strike two (2) names from the list by means of alternate strikes. The remaining name shall be the arbitrator. The parties will, where feasible, strike arbitrators via telephone conversation between the representatives of the parties. The Employer's representative shall make the first strike in the first arbitration and the party making the first strike in subsequent arbitrations shall alternate between the Employer and the Union. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue the decision within thirty (30) days after conclusion of testimony and argument.

The cost of the arbitrator and expenses of the hearing shall be shared equally by the parties; however, the cost of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Each of the parties shall bear the cost of their own witnesses.

- 15.06 The arbitrator may only rule on the written grievance that was presented in Step 3 of the grievance procedure, or as modified by the mutual agreement of both parties. The arbitrator shall not have the power to determine, in his/her opinion, what the grievance is or should be.

15.07 All grievances must be taken up promptly and awards and settlements shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure.

ARTICLE 16 RULES AND REGULATIONS

16.01 The Public Employer agrees to provide and furnish each employee in the bargaining unit with a copy of any changes or amendments to existing work rules seven (7) calendar days prior to the effective date of the changed, amended, or new work rule or regulation. New employees shall be provided with a copy of the rules at the time of hire.

16.02 The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each employee area. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 17 PAY PERIOD

17.01 Payday shall be every two (2) weeks on Friday. In the event this day is a holiday, the preceding day shall be payday.

17.02 Insurance premiums shall be deducted from the first payday of each month. Union dues, for Union members, shall be deducted from the second payday of each month.

ARTICLE 18 JURY DUTY

18.01 In the event an employee is subpoenaed or summoned for jury duty, he/she shall receive full pay equal to his/her normal work schedule, less any compensation paid to him/her for his/her services as a juror, for the hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled workday are expected to call in or report to work when excused or released by the court.

18.02 If an employee is called for jury duty, he/she shall, as soon as possible, notify his/her immediate supervisor so that arrangements may be made for his/her absence from work.

18.03 Employees must present, in writing, proof of service as a juror and the amount of compensation received for performing jury duty.

ARTICLE 19
MILITARY LEAVE

19.01 Full-time employees of the County shall be granted military leave for a period up to thirty (30) days with pay, as prescribed by Section 29.28A of the Code of Iowa 1971.

19.02 Any employee wishing to return to work for the County after completion of his military service will be granted all rights afforded him by the Universal Military Training and Services Act.

ARTICLE 20
LEAVE OF ABSENCE

20.01 Employees shall be eligible for leaves of absence after ninety (90) calendar days probationary period with the Public Employer.

20.02 Any request for a leave of absence must be submitted in writing by the employee to the County Engineer. The request shall state the reason the leave of absence is being requested and the dates and length of time off the employee desires.

20.03 Authorization for a leave of absence, if granted, shall be furnished in writing to the employee by the County Engineer.

20.04 Immediate leaves for family emergencies, not exceeding one (1) day, shall be automatically granted.

20.05 While on an unpaid leave of absence in excess of thirty (30) days, seniority will be frozen and no other benefits will be granted or provided. Employees shall, whenever possible, be returned to the position they held at the time the leave of absence was requested. An employee on Workers Compensation will continue to have his/her seniority accrue for up to one (1) year.

20.06 The maximum length of a leave of absence shall not exceed one (1) year. Any employee who does not return or overstays a leave or during that period, is gainfully employed by another employer without receiving permission from the County Engineer, or in his absence, his authorized representative, will be considered to have terminated his/her employment with the County.

ARTICLE 21
SICK LEAVE

21.01 All employees covered by this Agreement are granted sick leave and shall accrue sick leave at the rate of twelve (12) hours per month for each full month of employment. Time spent on leave of absence without pay, layoff or suspension shall not count towards sick leave.

21.02 Sick leave shall accumulate to a maximum of 960 hours and once earned shall be carried over year to year, never to exceed 960 hours at any one time.

21.03 To be eligible for receipt of sick leave pay, an employee is required to notify his/her immediate supervisor of his/her absence and to indicate the nature of the illness. Sick leave with pay may also be used for:

- A. Doctor or dental care time for any employee, which cannot be deferred until after normal working hours.
- B. Providing or arranging for immediate medical care help to a member of the employee's immediate family or to make household adjustments.

21.04 Approved sick leave may be granted for periods less than one (1) day, but not less than one (1) hour.

21.05 If the Employer requires a medical certificate of illness or injury for any employee absent on sick leave for three (3) consecutive working days or less, the cost of the doctor's visit(s) shall be borne by the Employer. Under this circumstance, the Employer may select the physician to be consulted. For an illness or injury requiring an employee's absence on sick leave of more than three (3) consecutive working days, the employee will provide a doctor's certificate of his/her ability to return to work if requested by the Employer. Doctor's certificates, if required, will be requested by the Employer or designee at the time the sick leave is requested by the employee.

ARTICLE 22 FUNERAL LEAVE

22.01 In the event of a death in the immediate family of an employee, the employee shall be granted three (3) working days leave with pay to make any necessary arrangements.

22.02 Immediate family is described as employee's spouse, father, mother, brother, sister, any children, and parents-in-law.

22.03 Employees will also be granted one (1) day with pay to attend funerals of friends and relatives other than immediate family.

ARTICLE 23 CIVIC DUTY

23.01 Any employee subpoenaed to appear before a court or other public body for any civil or criminal matter in which they are not personally involved (as a plaintiff or defendant) will receive full pay for any time lost.

23.02 Any employee elected to an office, position or post shall, wherever possible, be granted a leave of absence without pay for one (1) full term of office, providing that office, post or position is not with the County.

23.03 Any employee who is a candidate for a public office will not in any manner or way, campaign for any public office, post or position during his/her working hours as an employee in the County.

ARTICLE 24 EDUCATIONAL LEAVE

24.01 After completing at least two (2) years of service, any employee may request a leave of absence without pay to attend an accredited school for the purpose of increasing the employee's education or knowledge relating to their position with the County.

24.02 The educational leave of absence shall not exceed one (1) year, but may be extended or renewed for one (1) additional year if requested by the employee and approved by the County Engineer.

24.03 One (1) year leave of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years.

24.04 Employees may also be granted a leave of absence without pay not to exceed one (1) month in any calendar year to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve the employee's skill or professional ability.

24.05 This Article is not subject to the grievance procedure.

ARTICLE 25 CLEAN-UP PERIOD

25.01 Employees shall be granted one (1) fifteen (15) minute personal clean-up period just prior to the end of the day to clean up and fill out time sheets.

25.02 The Public Employer shall arrange it so employees may take advantage of this provision.

25.03 Wherever practical, the Public Employer shall provide the required facilities and supplies.

ARTICLE 26 RETIREMENT

26.01 Employees or their estate will be paid, upon normal retirement or death, any unused sick leave based on the following formula: one (1) hour's pay will accrue for every month in which the employee actually worked the entire month and without using

any paid sick leave, not to exceed \$1,800 total payment. Payment shall be based on the employee's current hourly rate of pay at the time of retirement. The maximum payout on the sick leave shall be \$1,800.

ARTICLE 27 VACATIONS

27.01 Employees, except seasonal and part-time, shall be granted an annual paid vacation for the periods specified below, based on the following service requirements:

- A. After satisfactory completion of one (1) year employment, two (2) weeks paid vacation will be granted.
- B. After satisfactory completion of ten (10) years of continuous employment, three (3) weeks paid vacation each year will be granted.
- C. After satisfactory completion of eighteen (18) or more years of continuous employment, four (4) weeks paid vacation each year will be granted.

27.02 No vacations shall be granted during the first year of service, but upon satisfactory completion of said period following the employee's anniversary date of employment, vacation shall accrue to the employee for the full year.

27.03 Time of layoffs, suspension, or leave without pay shall not be counted in determining continuous service. Vacation granted in any given year shall be earned in the previous year.

27.04 The Public Employer shall determine the number of employees that may be on vacation at any one time. All employees by March 1 of each year must, on the vacation schedule provided by the Public Employer, indicate the dates beginning and ending dates that they desire for their vacation period. Vacation shall be bid annually according to seniority, but no employee may carry over or accumulate more than twenty (20) vacation days from year to year or take more than two (2) weeks at one time without prior written approval from the County Engineer or his authorized representative.

Instructions and rules for scheduling vacations:

Scheduled vacation shall be defined as that vacation period requested in writing by the bargaining unit employee prior to March 1 of each year to be taken during the year beginning with April 1, following.

Scheduled vacation shall be bid according to seniority. No more than four (4) bargaining unit employees shall be approved for vacation at any one time unless prior written approval for those less senior employees in excess of the number four (4) shall have been received from the County Engineer or his authorized representative.

Unscheduled vacation shall be defined as that vacation period requested in writing by the bargaining unit employee after March 1 of each year and to be taken during the year beginning with April 1, following.

Unscheduled vacation shall not be bid according to seniority and will be approved or not approved by the employee's immediate supervisor on the basis of work load and vacation load provided the request is submitted in writing five (5) or more workdays before the vacation period is to begin.

Unscheduled vacation requested in writing less than five (5) workdays prior to the beginning of the vacation period shall be the unusual and rarely occurring and shall be approved or disapproved strictly at the option of the County, giving consideration to the work load and vacation load, and must have prior written approval from the County Engineer or his authorized representative.

All scheduled and unscheduled vacation requests shall be submitted in writing and dated and signed and fully complete and on forms furnished by the County.

All scheduled and unscheduled vacation shall be taken as requested and approved unless a written request for cancellation from the employee is received at least twenty-five (25) hours prior to the start of the vacation period, the cancellation is approved by the County Engineer or his authorized representative. The cancellation approval shall be strictly at the option of the County, giving consideration to the work load and the vacation load.

27.05 Vacation may not be taken in periods of less than one (1) day without the written permission of the County Engineer.

27.06 Employees receiving four (4) weeks vacation must take two (2) weeks during a slack work period.

ARTICLE 28 INSURANCE

28.01 The Employer agrees to provide each regular full-time employee with hospitalization insurance. Any change in insurance during this contract term will provide coverage comparable to that in effect on January 1, 2005. In the event of a proposed change, the Employer agrees to notify the Union thereof, and to review the proposed change with the Union.

Effective 7-1-01, the Employer agrees to pay all but Ten Dollars (\$10.00) of the single premium cost and all but Forty Dollars (\$40.00) of the family premium cost of hospitalization insurance for eligible regular full-time employees.

28.02 The Employer agrees to provide and pay for, at no cost to the employees covered by this Agreement, insurance to provide weekly benefits for accidental injuries incurred on official County business.

28.03 The Employer agrees to pay the premium for each eligible regular full-time employee towards a term life insurance program of \$12,500 chosen by the Board of Supervisors.

ARTICLE 29 HOLIDAYS

29.01 The following days shall be observed as paid holidays for all regular full-time employees: New Year's Day, President's Day, Columbus Day, 1/2 day Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, 1/2 day Christmas Eve. If the Board of Supervisors grants additional holiday time off for all non-union County employees, employees covered by this contract shall also be granted the same paid holiday time off with the following provision: in the event it is necessary, by reason of snow storm or some emergency regarding employees covered by this Agreement, to be called out to work, employees, when called, must report for work and shall be paid at the applicable holiday rate of pay.

29.02 All regular full-time employees are eligible for holiday pay of eight (8) hours straight time, providing the employee has worked the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless such employee shall have been excused by his/her immediate supervisor.

29.03 Should one of the paid holidays fall on a Saturday, it shall be observed on the adjacent Friday, and if it should fall on a Sunday, it will be observed on the adjacent Monday.

29.04 If a holiday is observed during an employee's vacation, the employee's vacation time may be extended for a period of one (1) day, or a vacation day may be taken at a later date, provided approval from the employee's immediate supervisor has been received prior to the employee's vacation.

29.05 During the winter months, all employees normally engaged in snow removal operations shall keep their immediate supervisor advised if they are not going to be available.

ARTICLE 30 HOURS OF EMPLOYMENT

30.01 The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The workweek starts at 12:01 AM on Monday and ends at 12:00 Midnight the following Sunday.

30.02 The normal work hours shall be five (5) consecutive eight (8) hour days, Monday through Friday. Employee hours will start at 7:30 AM and end at 4:00 PM. The Employer will be able to change the starting and quitting times of the employee work schedule with a ten (10) day written notice of change. During the normal day, the

Employer will grant a one-half (1/2) hour unpaid lunch period, scheduled from 11:30 AM to 12:00 Noon and one (1) fifteen (15) minute rest period in the afternoon. The aforementioned prescribed times and arrangements for lunch and rest periods may vary.

30.03 Overtime authorized by the County Engineer, Maintenance Superintendent or Foreman will be paid at one and one-half (1 1/2) times the employee's current hourly rate of pay for all hours worked after eight (8) hours in a day and over the forty (40) worked hours in any one standard week. To be eligible for overtime, employees must work their normal schedule. Any time worked over the standard workweek or on Sunday will be paid at one and one-half (1 1/2) times the employee's current hourly rate. Any time worked on an established holiday will be paid at two (2) times the employee's current hourly rate of pay, in addition to their regular holiday pay.

30.04 The County reserves the right to require employees to work overtime only as needed and authorized by the Engineer or his representative.

30.05 Employees who have reported to work and are unable to perform their work because of weather problems beyond the control of the County may be sent home and paid for the actual time spent at the work location or two (2) hours paid time, whichever is greater.

30.06 Employee's travel time to and from the job site or location shall be considered as part of the eight (8) hour workday, providing the employee reports to a County-owned maintenance shed or meeting location.

30.07 Employees who are required to work beyond their normal quitting time shall receive a fifteen (15) minute paid rest period before resuming work. If the overtime period lasts more than three (3) hours, the employees are to receive an additional paid rest period of fifteen (15) minutes.

30.08 All paid holidays covered by the Agreement will be counted as hours worked for purposes of computing overtime.

30.09 In the event that the Public Employer notifies an employee of the necessity of reporting back for work at a time other than the normally scheduled work period, the employee shall receive two (2) hours of work or two (2) hours of pay at one and one-half (1 1/2) times his/her current hourly rate.

30.10 In the event the Employer requests an employee to report to work earlier than the start of the normally scheduled work period, the employee shall receive at least one (1) hour(s) pay at one and one-half (1 1/2) times his/her current hourly rate of pay or the equivalent time off in compensatory time. Compensatory time earned in the last two weeks of June can be carried over into the new fiscal year.

ARTICLE 31
WAGE ADMINISTRATION

31.01 All new employees will be hired at the probationary rate of pay in the job classification in Appendix A.

31.02 Employees during their first six (6) months of employment shall be paid 95% of the maximum rate of pay for their classification. Employees starting in the first new payroll period in their seventh month of employment shall be paid the maximum rate for their classification.

31.03 Seasonal employees, temporary and part-time employees shall be paid the minimum wage rate to be set each year by the County Engineer. In no case shall the wage rate set exceed 75% of the highest wage rate covered by this Agreement.

31.04 All overtime in job classification will be distributed equally to all employees indicating in writing their availability.

31.05 Employees designated as Crew Leaders shall receive an additional fifteen cents (\$.15) per hour above their classification rate only while performing and supervising as a Crew Leader.

31.06 Effective July 1, 2004, increase wage rates by \$.45.
Effective July 1, 2005, increase wage rates by \$.55.
Effective July 1, 2006, increase wage rates by \$.55.

31.07 Longevity schedule as follows:

After 5 years	\$.05
After 10 years	\$.10
After 15 years	\$.15
After 20 years	\$.20
After 25 years	\$.25

ARTICLE 32
SAFETY SHOE ALLOWANCE

32.01 The County will reimburse employees Thirty Dollars (\$30.00) annually for the purchase of Employer approved safety shoes/boots. Employees choosing not to purchase safety shoes or safety boots will be provided with steel toe caps to wear over appropriate footwear.

ARTICLE 33
COMPLETE AGREEMENT

33.01 Both parties acknowledge that, during the negotiations which resulted in this Agreement, each party had the right and opportunity to make or change proposals and Articles with respect to subjects or matters not removed by law from the area of

collective bargaining. The understandings and agreements arrived at by both parties after the exercise of such right and opportunity are set forth in this Agreement.

33.02 The County of Buchanan and the American Federation of State, County and Municipal Employees, AFL-CIO, agree that for the duration of this Agreement, the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or any matter or subject not covered by this Agreement, even though such subject matter may or may not have been acknowledged or contemplated by either or both parties at the time this Agreement was negotiated.

ARTICLE 34 DURATION OF AGREEMENT

34.01 This Agreement shall be effective as of July 1, 2004, and shall remain in full force and effect until its expiration date, June 30, 2007.

34.02 Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than one hundred twenty (120) days and not more than one hundred eighty (180) days before the budget submissions date of March 15. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

34.03 In the event any clause or provision of this Agreement is declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, the remaining positions and provisions shall not be declared invalid and they shall remain in full force and effect.

34.04 In witness whereof, this Agreement has been agreed to and executed by both parties on this 17th day of September, 2004.

BUCHANAN COUNTY, IOWA

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO

By Ralph J Kremer
Chairperson, County
Board of Supervisors

By Kristi E Cove
AFSCME Representative

Acknowledged by:

Renee VonBokern
Employer Representative
Von Bokern Associates

By Rat Wink
Employee Representative

By Tom Rudy
Employee Representative

By Denny Hines
Employee Representative

**APPENDIX A
WAGE SCHEDULE**

<u>CLASSIFICATION</u>	Effective		
	<u>July 1, 2004</u>	<u>July 1, 2005</u>	<u>July 1, 2006</u>
Operator I	\$14.28	\$14.83	\$15.38
Operator II	\$14.47	\$15.02	\$15.57
Signman	\$14.47	\$15.02	\$15.57
Materials Technician	\$14.47	\$15.02	\$15.57
Operator III	\$14.56	\$15.11	\$15.66
Operator IV	\$14.92	\$15.47	\$16.02
Engineering Tech I	\$13.44	\$13.99	\$14.54
Engineering Tech II	\$14.47	\$15.02	\$15.57
Shop Foreman	\$14.95	\$15.50	\$16.05
Bridge Foreman	\$14.95	\$15.50	\$16.05
Mechanic I	\$14.95	\$15.50	\$16.05
Utility Man	\$14.28	\$14.83	\$15.38
Survey Party Chief	\$15.98	\$16.53	\$17.08